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SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

Pure Hospitality, LLC
d/b/a Hook
3241 M Street, NW
Washington, DC 20007

and

GBP, LLC
d/b/a Tacklebox
3245 M Street, NW
Washington, DC 20007

and

Jonathan Umbel
Bethany Zanatich Umbel
6600 - 32nd Place, NW
Washington, DC 20015

Plaintiffs

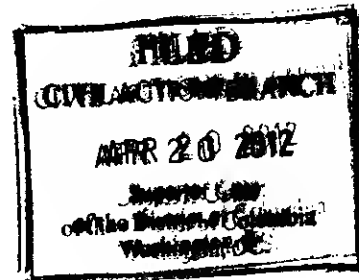
v.

2441 Bond Street Equities, LLC
2120 L Street, NW #515
Washington, DC 20037

and

Foxhall Partners, LLC
2120 L Street, NW #515
Washington, DC 20037

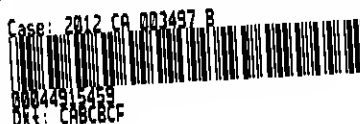
Defendants



Civil Action 0003497-12

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

Come now Plaintiffs and for their Complaint against the Defendants state as follows:



1. Jurisdiction of this Court is conferred by DC Code § 11-921 in that the transactions complained of below and the parties hereto all do business in the District of Columbia.

2. Plaintiff Pure Hospitality, LLC, d/b/a "Hook" (hereafter "Hook"), entered into a commercial Lease Agreement ("Lease") with Defendant 2441 Bond Street Equities, LLC (hereafter "Landlord") in or about September 2010. By the terms of the Lease, Hook occupies the property at 3241 M Street, NW (hereafter "3241") to operate a restaurant.

3. Plaintiff GBP, LLC, d/b/a "Tacklebox" (hereafter "Tacklebox", or with Hook, known collectively as "Tenant") entered into a commercial Lease Agreement ("Lease") with Landlord in or about September 2010. By the terms of the Lease, Tacklebox occupies the property at 3245 M Street, NW (hereafter "3245") to operate a restaurant.

4. Plaintiffs Jonathan Umbel and Bethany Zanatich Umbel ("Guarantors") are the principals of Tenant and guaranteed each Lease for 3241 and 3245.

5. Properties at 3241 and 3245 are adjoining and the operation of each business in each building is connected both physically and by the terms and conditions of each Lease. The Leases contain cross-default provisions, and operation of the properties, although subject to allegedly separate and distinct lease agreements, are operated in tandem and on a coordinated basis by Landlord, another related entity, Defendant Foxhall Partners, LLC (hereafter "Foxhall"). Because of the proximity of the properties and cross-default provisions and interrelationship of the leases, the properties and businesses and leases function as one business transaction, and Defendants treat and deal with Hook, Tacklebox and the Guarantors as one business transaction.

6. Following commencement of the Leases and at considerable expense, Hook and Tacklebox rehabilitated the properties and, thereafter, until June 2011 enjoyed great success and the applause and support of Landlord. The Leases for 3241 and 3245 are very favorable to

Tenant at both locations, and the rent is, upon information and belief, below market. From the inception of the tenancy through June 2011, Tenant was never in default of the Leases in any material way, paid all rent, taxes and other amounts due under the Leases and otherwise performed all obligations under the Leases for both properties.

7. In June 2011, through no fault of Tenant, a fire swept through both properties and shut down both businesses. By agreement between Landlord and Tenant, rent was suspended under the Lease while Landlord commenced inspection, appraisal and repair of the properties at 3241 and 3245. Repair of the properties has, to date, been paid for by applicable insurance which insured against the fire and the risk attendant thereto and, pursuant to scope of work, initially agreed to by the parties, provided funds to rehabilitate the properties and cover the parties' losses.

8. Tacklebox reopened for business at 3245 in December 2011 to immediate success. Landlord permitted Tacklebox to retake possession, all rents and other amounts due under the Lease were paid either by applicable insurance or Tenant, and Tenant was not in default. Almost immediately after reopening for business, Defendants purported to declare the Lease in default and terminate it for improper, baseless, immaterial or pretextual reasons.

9. As of and after the fire, Hook commenced to cooperate with Landlord and the applicable insurer and Landlord's agents, including the Minkoff Companies, to rehabilitate and repair 3241.

10. Applicable insurance procured by Tenant for 3241 and the benefit of Landlord has paid every penny of rent or other amount due under the Lease during the closure of the property and business due to the fire. Tenant (through the actions and efforts of its Guarantors and principals) has tried with increasing difficulty to coordinate the repair and rehabilitative effort at

3241 so that the business can open in timely fashion as contemplated by the Lease. Upon information and belief, during the closure of the 3241 business during remediation and repair efforts, every penny of rent or other amounts due to Landlord under the Lease has been paid by Tenant or by or through applicable insurance.

11. Notwithstanding the good faith and continuing efforts of Hook and the Guarantors to complete the repair of 3241 and comply with the Lease, Defendants have persisted in a pattern and practice of declaring defaults, declaring the Lease terminated, and incessant unreasonable demands to Tenant and the Guarantors, all in an effort to cause premature termination of the Lease and forfeiture by Hook of its valuable leasehold, improvements and business. The actions of Defendants include, but are not limited to, the following:

- a. Refusing timely and complete tender of rent or other amounts due under the Lease;
- b. Declaration of immaterial or fabricated defaults under the Lease;
- c. Preventing Tenant from proceeding to complete its own repair of the premises as required by the Lease;
- d. Actively taking steps to limit the scope of work by Landlord's general contractor to increase the cost of repair to Tenant or delay completion of the work, thus delaying reopening of Hook for business;
- e. Requiring double payment of taxes from Tenant in order to trigger a spurious or baseless default;
- f. Accepting a replenishment of security deposit with a full reservation of rights and precluding or foreclosing Tenant's rights to cure purported Notice of Termination or Notice to Quit the premises;

- g. Peremptory and pretextual Notice of Termination of the Lease in an effort to take over the Lease, cause Tenant to forfeit its investment and business and lose its long-term rights under the Lease;
- h. Purported notice by Foxhall, Landlord's agent, on or about February 13, 2012 purporting to claim unpaid monetary amounts under the Lease and removing security deposit funds improperly;
- i. Issuance of a February 10, 2012 "Notice of Default" by Foxhall, agent for Landlord, claiming that Tenant allegedly "interferes" with Landlord's contractor restoration work and creating spurious or baseless or fabricated reasons to declare a default by Tenant with respect to Tenant's obligations under the Lease;
- j. In early 2012 after Tacklebox was open for business and in full view of patrons therein, Landlord and/or its agents or representatives attempted, without notice or due process, to change the locks on the 3241 property, to deny Tenant access, use and enjoyment of the property and cause embarrassment and interruption of Tenant's business in the process;
- k. In early 2012 during Tenant's effort to coordinate and complete rehabilitation of the 3241 property, Defendants, directly and through their agent Minkoff, improperly caused governmental inspections to declare Tenant in default of building or other municipal regulations, attempted to or did secure an improper "stop work" order prohibiting Tenant from proceeding with repair efforts, and improperly attempted to stop or interrupt Tenant's work at the property. Defendants, directly and indirectly, attempted to require Tenant to obtain a new general contractor for the repair of the property and instructed their agent to change the locks on the property so that Tenant

could not enter premises. Landlord, directly and through its agents, has pressured DCRA or other governmental inspectors improperly to issue citations, orders or notices to Tenant so that Landlord could declare Tenant in default of the Lease by failing to proceed to rehabilitate and repair the property, or otherwise to declare Tenant in default thereof;

- l. Landlord cause its attorneys to issue a notice on or about March 6, 2012 purporting to claim numerous defaults or breaches of the Lease and a demand for cure of alleged non-monetary breaches, to which Tenant provided substantial and verified cure or response information to demonstrate that said notice of default was baseless, premature or issued for an ulterior motive or for pretextual reasons;
- m. As of the filing hereof and certification of accuracy of this Complaint by Plaintiff and/or Guarantors, Plaintiffs expect that Landlord shall continue its campaign of baseless declaration of default, notice to cure, notice with termination, or actions (both legal and extra-legal) to cause forfeiture of the Leases and ouster of Plaintiff from the properties.

All of the actions set forth above were done by Defendants in wanton, willful fashion, with malice and constitute both breach of Plaintiff's rights under the Leases and a tortious interference with Plaintiff's business and occupancy of the properties pursuant to the Leases.

The actions of Defendants support an award of punitive damages in order to deter such improper and malicious conduct by others.

12. On or about March 8, 2012 and in constant communications to Landlord and Foxhall thereafter, Tenant and Guarantors have disputed Landlord's purported notices of default,

notices to quit, demands for additional compensation or action under the Lease and baseless rhetoric supporting said demands by Landlord to Tenant.

13. Upon information and belief, Landlord and Foxhall are attempting to terminate the Leases for both properties because Landlord, or its individual partners or members, are unhappy with the favorable terms of the Lease because they are allegedly "below market". Furthermore, upon information and belief and as is evident by Landlord's interference with Tenant's business opportunity, Tenant's rights under the Lease and Landlord's purported declaration of default, Landlord wishes to take the long-term Lease and business opportunity and rights accorded to the Tenant under the Lease for its own use and benefit and re-let the premises upon more favorable and lucrative terms to a replacement Tenant.

14. Prior to the fire, Tenant at both locations enjoyed great success, financial viability and a default-free Lease. But for the interference of Landlord identified above, and the baseless and continuing defaults declared by Landlord, Tenant would be free to have reopened the businesses sooner, commenced business as permitted by the Lease and remained in compliance with the Lease and paid rent and other amounts due under the Lease to Landlord. Upon information and belief, Landlord intends to retake the premises and cause Tenant damage based upon alleged defaults and/or violations of the Lease.

COUNT I: DECLARATORY RELIEF

15. All previous allegations incorporated herein by reference.

16. A controversy exists between Landlord and Tenant with respect to the parties' rights, benefits, obligations and performance of the Lease for both properties and numerous disputes have arisen. Absent judicial declaration of the parties' respective rights and obligations

and duties under the Lease, Landlord may improperly seek to terminate the Lease or oust Tenant, and Tenant will be damaged.

17. Accordingly, the Court is requested to enter declaratory relief as to Plaintiff/Tenant in its favor, declaring that Tenant is not in default under either Lease, and that Landlord may not declare a default, declare termination, pursue a notice to quit, or take any such action as would operate to cause Tenant to lose the Lease or forfeit its right to possession and occupancy of the premises.

18. For a declaration that Tenant as Plaintiff is entitled to its covenant of quiet enjoyment under the Leases without disturbance by Landlord and judgment in favor of Tenant against Landlord, declaring that Landlord's actions to date of judgment violated Tenant's entitlements under the Lease, Tenant's rights under the Lease and violated Tenant's covenant of quiet enjoyment.

19. That judgment is entered in favor of Tenant entitling the Tenant to undisturbed possession and use of the property under the Leases, and that Tenant may proceed to build out the leased premises and open for business.

COUNT II: INJUNCTIVE RELIEF

20. All previous paragraphs incorporated herein by reference.

21. Landlord's actions to date are unjustified by the Lease, baseless and, if continued, will cause irreparable injury to the Tenant.

22. Absent preliminary and permanent injunctive relief, Landlord intends to take steps to terminate the lease, cause Tenant to forfeit its leasehold rights and interest in the property and business and cause Tenant irreparable damage.

23. The balance of harm tilts in favor of Plaintiff/Tenant, and the Court should enter an order, preliminarily and permanently, enjoining Landlord from taking any steps by default, notice to quit, or institution of possession action before the DC Landlord Tenant Court to terminate Tenant's occupancy or the Leases.

24. Tenant requests that the Court enter injunctive relief in its favor and against Landlord with respect to both Leases and the property by which Landlord is prohibited from taking any step to evict Tenant or declare the Leases void.

25. Tenant requests that the Court enter permanent injunctive relief by which any companion or after-filed or pending landlord-tenant complaint be stayed, dismissed or consolidated with this action for all purposes.

26. That the Court order Landlord to expedite its repair and rehabilitation efforts at the property so that Tenant may have undisturbed possession of the property and enjoy its right of quiet enjoyment.

27. That the Court enter injunctive relief requiring Landlord to accept Tenant's payments made for real estate taxes, rent and other amounts under the Lease.

COUNT III: ACCOUNTING

28. All previous paragraphs incorporated herein by reference.

29. Defendants have drawn down against Tenant's security deposit without cause and have made demand upon Tenant to replenish the deposit and have threatened a default and termination of the Lease.

30. Landlord should account for all monies drawn down by it from Tenant's security deposit and, in addition, account for the application of all insurance proceeds Landlord has received from applicable insurance to adjust and account for amounts due under the Leases to

avoid overpayments by Tenant, or applicable insurance to Landlord without accounting, to avoid improper draw-down of the deposit, and to permit Tenant to demonstrate that it is not in default of any financial obligation under the Lease from the date of the fire to date because all amounts due to Landlord under the Leases have been paid either by Tenant or applicable insurance, and that Landlord has been "overpaid" as a result.

COUNT IV: DAMAGES

31. All previous paragraphs incorporated herein by reference.

32. By reason of the foregoing actions of Defendants, Tenants' businesses at the properties under the Leases have been damaged. Defendants' actions with respect to declarations of default, notices to vacate, notices to quit and notices of termination, as well as the actions of Defendants and their agents have operated to delay reconstruction and rehabilitation of the property and have acted to cause loss of business, profits, business opportunity by Plaintiffs, and Defendants' actions have deprived Tenant of use, possession and quiet enjoyment of the premises.

33. The precise amount of damages is as yet unknown because the 3241 property is as yet unopened due to the actions and inactions of Defendants. Tenant's losses include, but are not limited to, lost profits under the Lease, attorney fees, additional expenditures required by Defendants' incessant and baseless interference with rehabilitation and repair at the properties, requests for monies not due or already paid under the Leases, and Defendants' own breach of contract under the Leases.

Wherefore, the foregoing considered, Plaintiffs pray that the Court enter judgment in their favor and against Defendants as follows:

1. For judgment orders entering declaratory relief in favor of Plaintiffs and ordering that Plaintiff as Tenant is not under default under either Lease, and that the Leases are in full force and effect;

2. For a declaratory judgment in favor of Plaintiff that it is entitled to its covenant of quiet enjoyment under the Leases, and that Tenant shall be entitled to remain in undisturbed possession of the Leases which shall remain in full force and effect as of the date of a final judgment in this action;

3. For a declaratory judgment in favor of Plaintiff that Plaintiff may continue its action under the Lease to build out and complete the rehabilitation of the 3241 property without interference or disturbance by Defendants;

4. For preliminary and permanent injunctive relief in favor of Plaintiff and against Defendants by which Defendants are restrained from taking any step legal or otherwise to terminate the Leases to cause Plaintiffs to forfeit their leasehold rights in either Lease and with respect to the property, and to refrain from any act which would cause damage to Tenant or disturb Tenant's enjoyment of use and occupancy of the properties, pursuant to the Leases;

5. For preliminary and permanent injunctive relief by which Defendants are subject to dismissal or stay or consolidation of any currently or after-filed Landlord Tenant Complaint for Possession based upon the alleged breaches, notices or termination notices issued by Defendants at any time from June 2011 to the date of final judgment herein;

6. For preliminary and permanent injunctive relief directing Defendants to accept Plaintiff's payments for real estate taxes, rent and other amounts due under the Leases without reservation, deduction or demand;

7. For an order in equity requiring Defendants to account of every penny received by Plaintiffs or applicable insurance for the properties as of and after June 1, 2011 to date and an accounting for the application of all such monies to amounts due under the Lease and as claimed by Defendants in their notices of default and notices of termination and drawdown against Plaintiff's security deposit;

8. For compensatory damages and attorney fees for Defendants' breach of contract, breach of Lease, breach of the covenant of quiet enjoyment, intentional interference with Plaintiff's business in an amount which cannot be accurately determined to date but which, upon information and belief, is in excess of \$50,000, or such other amount as can be proved at trial;

9. For punitive damages in an amount to be determined;

10. For such further and additional equitable and legal relief as appears just to the Court.

PURE HOSPITALITY, LLC

By: Pure Hospitality LLC

GBP, LLC

BY: GBP LLC


Jonathan Umbel


Bethany Umbel

Pure Hospitality
v.
2441 Bond St Equities LLC

Form CA 101: Verification Forms



SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

VERIFICATION FORMS

- (a) *Executed Inside the United States.* The verification by an individual party mentioned in these rules should be in the following form if it is executed *inside* the geographic boundaries of the United States, Puerto Rico, the United States Virgin Islands, and any territory or insular possession subject to the jurisdiction of the United States:

I declare (certify, verify, or state) under penalty of perjury that the foregoing is true and correct.

Executed on 20 day of April, 2012
(date) (month) (year)

Bethany Z. Umbel
Printed Name

Bethany Z. Umbel
Signature

Washington D C
City and State, or Other Location

JONATHAN Umbel

[Signature]

See D.C. CODE § 22-2402(a)(3) (2010).

- (b) *Executed Outside the United States.* The verification by an individual party mentioned in these rules should be in the following form if it is executed *outside* the geographic boundaries of the United States, Puerto Rico, the United States Virgin Islands, and any territory or insular possession subject to the jurisdiction of the United States:

I declare under penalty of perjury under the law of the District of Columbia that the foregoing is true and correct, and that I am physically located outside the geographic boundaries of the United States, Puerto Rico, the United States Virgin Islands, and any territory or insular possession subject to the jurisdiction of the United States. Executed on _____ day of _____, _____, at
(date) (month) (year)

_____, _____
(city or other locations, and state) (country)

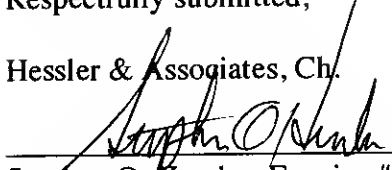
Printed Name

Signature

See D.C. CODE § 16-5306 (2010).

Respectfully submitted,

Hessler & Associates, Ch.

 4/20/12
Stephen O. Hessler, Esquire #230102
1313 F Street, NW #300
Washington, DC 20004
(202) 393-8100
soh@sottoesq.com

Counsel for Plaintiffs



Superior Court of the District of Columbia
CIVIL DIVISION
500 Indiana Avenue, N.W., Suite 5000
Washington, D.C. 20001 Telephone: (202) 879-1133

Pure Hospitality LLC
GBP, LLC et al

Plaintiff

vs.

Case Number

0003497-12

2441 Bond Street Equities LLC

Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty (20) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the party plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within five (5) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Hessler & Assoc Ch.

~~Stephen O Hessler, Esq.~~
Name of Plaintiff's Attorney

1313 "F" St NW #300

Address Washington DC 20004

202-393-810 0 (ex 111)

Telephone

如需翻译,请打电话 (202) 879-4828

Veuillez appeler au (202) 879-4828 pour une traduction

Đề có một bài dịch, hãy gọi (202) 879-4828

번역을 원하시면, (202) 879-4828 로 전화하십시오

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Clerk of the Court

By

Deputy Clerk

Date

IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-682-2700) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation
Vea al dorso la traducción al español



Superior Court of the District of Columbia
CIVIL DIVISION
500 Indiana Avenue, N.W., Suite 5000
Washington, D.C. 20001 Telephone: (202) 879-1133

Pure Hospitality LLC
GBP, LLC et al,

Plaintiff

vs.

Case Number 0003497-12

Foxhall Partners LLC

Defendant

SUMMONS

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Hessler & Assoc Ch.
Stephen O Hessler, Esq.

Name of Plaintiff's Attorney

1313 "F" St NW #300
Address Washington DC 20004

393-8100 (ex 111)
Telephone

Clerk of the Court

By

Deputy Clerk

Date

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See reverse side for Spanish translation
Vea al dorso la traducción al español

Superior Court of the District of Columbia

CIVIL DIVISION - CIVIL ACTIONS BRANCH

INFORMATION SHEET

Pure Hospitality LLC

Case Number: 0003497-12

vs

Date: April 20 2012

2441 Bond St Equities LLC

Name: (please print) Stephen O Hessler		Relationship to Lawsuit <input type="checkbox"/> Attorney for Plaintiff <input type="checkbox"/> Self (Pro Se) Other: _____
Firm Name: Hessler & Assoc Ch.		
Telephone No.: 393-8100 (ex 111)	Six digit Unified Bar No.: 230102	

TYPE OF CASE: ☒ Non-Jury ☐ 6 Person Jury ☐ 12 Person Jury
Demand:\$ _____ Other: INDIVIDUAL

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: _____ Judge: _____ Calendar #: _____

Case No.: _____ Judge: _____ Calendar #: _____

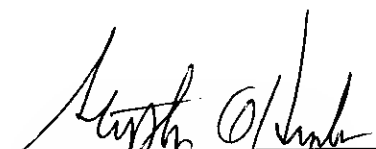
NATURE OF SUIT: (Check One Box Only)		
A. CONTRACTS		
<input checked="" type="checkbox"/> 01 Breach of Contract <input type="checkbox"/> 02 Breach of Warranty <input type="checkbox"/> 06 Negotiable Instrument <input type="checkbox"/> 15 _____	<input type="checkbox"/> 07 Personal Property <input type="checkbox"/> 09 Real Property-Real Estate <input type="checkbox"/> 12 Specific Performance	COLLECTION CASES <input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent <input type="checkbox"/> 16 Under \$25,000 Consent Denied <input type="checkbox"/> 17 OVER \$25,000
B. PROPERTY TORTS		
<input type="checkbox"/> 01 Automobile <input type="checkbox"/> 02 Conversion <input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102(a)	<input type="checkbox"/> 03 Destruction of Private Property <input type="checkbox"/> 04 Property Damage	<input type="checkbox"/> 05 Trespass <input type="checkbox"/> 06 Traffic Adjudication
C. PERSONAL TORTS		
<input type="checkbox"/> 01 Abuse of Process <input type="checkbox"/> 02 Alienation of Affection <input type="checkbox"/> 03 Assault and Battery <input type="checkbox"/> 04 Automobile-Personal Injury <input type="checkbox"/> 05 Deceit (Misrepresentation) <input type="checkbox"/> 06 False Accusation <input type="checkbox"/> 07 False Arrest <input type="checkbox"/> 08 Fraud	<input type="checkbox"/> 09 Harassment <input type="checkbox"/> 10 Invasion of Privacy <input type="checkbox"/> 11 Libel and Slander <input type="checkbox"/> 12 Malicious Interference <input type="checkbox"/> 13 Malicious Prosecution <input type="checkbox"/> 14 Malpractice Legal <input type="checkbox"/> 15 Malpractice Medical (including wrongful death) <input type="checkbox"/> 16 Negligence-(Not Automobile, Not Malpractice)	<input type="checkbox"/> 17 Personal Injury - (Not Automobile, Not Malpractice) <input type="checkbox"/> 18 Wrongful Death (Not malpractice) <input type="checkbox"/> 19 Wrongful Eviction <input type="checkbox"/> 20 Friendly Suit <input type="checkbox"/> 21 Asbestos <input type="checkbox"/> 22 Toxic/Mass Torts <input type="checkbox"/> 23 Tobacco

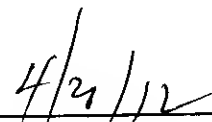
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INFORMATION SHEET,

Continued

<p>D. OTHERS</p> <p>I.</p> <p><input checked="" type="checkbox"/> 01 Accounting</p> <p><input type="checkbox"/> 02 Att. Before Judgment</p> <p><input type="checkbox"/> 04 Condemnation (Emin. Domain)</p> <p><input type="checkbox"/> 05 Ejectment</p> <p><input type="checkbox"/> 07 Insurance/Subrogation Under \$25,000 Pltf. Grants Consent</p> <p><input type="checkbox"/> 08 Quite Title</p> <p><input type="checkbox"/> 09 Special Writ/Warrants DC Code § 11 -941</p>	<p><input type="checkbox"/> 10 T.R.O./Injunction</p> <p><input type="checkbox"/> 11 Writ of Replevin</p> <p><input type="checkbox"/> 12 Enforce Mechanics Lien</p> <p><input type="checkbox"/> 16 Declaratory Judgment</p> <p><input type="checkbox"/> 17 Merit Personnel Act (OEA) (D.C. Code Title 1, Chapter 6)</p> <p><input type="checkbox"/> 18 Product Liability</p> <p><input type="checkbox"/> 24 Application to Confirm, Modify, Vacate Arbitration Award (D.C. Code § 16-4315)</p>	<p><input type="checkbox"/> 25 Liens: Tax/Water Consent Granted</p> <p><input type="checkbox"/> 26 Insurance/Subrogation Under \$25,000 Consent Denied</p> <p><input type="checkbox"/> 27 Insurance/Subrogation Over \$25,000</p> <p><input type="checkbox"/> 28 Motion to Confirm Arbitration Award (Collection Cases Only)</p> <p><input type="checkbox"/> 29 Merit Personnel Act (OHR)</p> <p><input type="checkbox"/> 30 Liens: Tax/Water Consent Denied</p>
<p>II.</p> <p><input type="checkbox"/> 03 Change of Name</p> <p><input type="checkbox"/> 06 Foreign Judgment</p> <p><input type="checkbox"/> 13 Correction of Birth Certificate</p> <p><input type="checkbox"/> 14 Correction of Marriage Certificate</p>	<p><input type="checkbox"/> 15 Libel of Information</p> <p><input type="checkbox"/> 19 Enter Administrative Order as Judgment [D.C. Code § 2 -1802.03(h) or 32-1519(a)]</p> <p><input type="checkbox"/> 20 Master Meter (D.C. Code § 42 -3301, et seq.)</p>	<p><input type="checkbox"/> 21 Petition for Subpoena [Rule 28 -I (b)]</p> <p><input type="checkbox"/> 22 Release Mechanics Lien</p> <p><input type="checkbox"/> 23 Rule 27 (a)(1) (Perpetuate Testimony)</p>


 Attorney's Signature


 Date



**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

PURE HOSPITALITY, LLC

Vs.

C.A. No. 2012 CA 003497 B

2441 BOND STREET EQUITIES, LLC

INITIAL ORDER AND ADDENDUM

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure ("SCR Civ") 40-1, it is hereby **ORDERED** as follows:

(1) Effective this date, this case has assigned to the individual calendar designated below. All future filings in this case shall bear the calendar number and the judge's name beneath the case number in the caption. On filing any motion or paper related thereto, one copy (for the judge) must be delivered to the Clerk along with the original.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of serving on each defendant: copies of the Summons, the Complaint, and this Initial Order. As to any defendant for whom such proof of service has not been filed, the Complaint will be dismissed without prejudice for want of prosecution unless the time for serving the defendant has been extended as provided in SCR Civ 4(m).

(3) Within 20 days of service as described above, except as otherwise noted in SCR Civ 12, each defendant must respond to the Complaint by filing an Answer or other responsive pleading. As to the defendant who has failed to respond, a default and judgment will be entered unless the time to respond has been extended as provided in SCR Civ 55(a).

(4) At the time and place noted below, all counsel and unrepresented parties shall appear before the assigned judge at an Initial Scheduling and Settlement Conference to discuss the possibilities of settlement and to establish a schedule for the completion of all proceedings, including, normally, either mediation, case evaluation, or arbitration. Counsel shall discuss with their clients **prior** to the conference whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this Conference.**

(5) Upon advice that the date noted below is inconvenient for any party or counsel, the Quality Review Branch (202) 879-1750 may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. Request must be made not less than six business days before the scheduling conference date. No other continuance of the conference will be granted except upon motion for good cause shown.

(6) Parties are responsible for obtaining and complying with all requirements of the General Order for Civil cases, each Judge's Supplement to the General Order and the General Mediation Order. Copies of these orders are available in the Courtroom and on the Court's website <http://www.dccourts.gov/>.

Chief Judge Lee F. Satterfield

Case Assigned to: Judge ERIK CHRISTIAN

Date: April 20, 2012

Initial Conference: 10:00 am, Friday, July 20, 2012

Location: Courtroom 212

500 Indiana Avenue N.W.

WASHINGTON, DC 20001

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ADDENDUM TO INITIAL ORDER AFFECTING ALL MEDICAL MALPRACTICE CASES

In accordance with the Medical Malpractice Proceedings Act of 2006, D.C. Code § 16-2801, et seq. (2007 Winter Supp.), "[a]fter an action is filed in the court against a healthcare provider alleging medical malpractice, the court shall require the parties to enter into mediation, without discovery or, if all parties agree[,] with only limited discovery that will not interfere with the completion of mediation within 30 days of the Initial Scheduling and Settlement Conference ("ISSC"), prior to any further litigation in an effort to reach a settlement agreement. The early mediation schedule shall be included in the Scheduling Order following the ISSC. Unless all parties agree, the stay of discovery shall not be more than 30 days after the ISSC." D.C. Code § 16-2821.

To ensure compliance with this legislation, on or before the date of the ISSC, the Court will notify all attorneys and *pro se* parties of the date and time of the early mediation session and the name of the assigned mediator. Information about the early mediation date also is available over the internet at <https://www.dccourts.gov/pa/>. To facilitate this process, all counsel and *pro se* parties in every medical malpractice case are required to confer, jointly complete and sign an EARLY MEDIATION FORM, which must be filed no later than ten (10) calendar days prior to the ISSC. Two separate Early Mediation Forms are available. Both forms may be obtained at www.dccourts.gov/medmalmediation. One form is to be used for early mediation with a mediator from the multi-door medical malpractice mediator roster; the second form is to be used for early mediation with a private mediator. Both forms also are available in the Multi-Door Dispute Resolution Office, Suite 105, 515 5th Street, N.W. (enter at Police Memorial Plaza entrance). Plaintiff's counsel is responsible for eFiling the form and is required to e-mail a courtesy copy to earlymedmal@dcsc.gov. *Pro se* Plaintiffs who elect not to eFile may file by hand in the Multi-Door Dispute Resolution Office.

A roster of medical malpractice mediators available through the Court's Multi-Door Dispute Resolution Division, with biographical information about each mediator, can be found at www.dccourts.gov/medmalmediation/mediatorprofiles. All individuals on the roster are judges or lawyers with at least 10 years of significant experience in medical malpractice litigation. D.C. Code § 16-2823(a). If the parties cannot agree on a mediator, the Court will appoint one. D.C. Code § 16-2823(b).

The following persons are required by statute to attend personally the Early Mediation Conference: (1) all parties; (2) for parties that are not individuals, a representative with settlement authority; (3) in cases involving an insurance company, a representative of the company with settlement authority; and (4) attorneys representing each party with primary responsibility for the case. D.C. Code § 16-2824.

No later than ten (10) days after the early mediation session has terminated, Plaintiff must eFile with the Court a report prepared by the mediator, including a private mediator, regarding: (1) attendance; (2) whether a settlement was reached; or, (3) if a settlement was not reached, any agreements to narrow the scope of the dispute, limit discovery, facilitate future settlement, hold another mediation session, or otherwise reduce the cost and time of trial preparation. D.C. Code § 16-2826. Any Plaintiff who is *pro se* may elect to file the report by hand with the Civil Clerk's Office. The forms to be used for early mediation reports are available at www.dccourts.gov/medmalmediation.

Chief Judge Lee F. Satterfield